# COME OUT AND VOTE

Tuesday, Septemeber 27, 2016

6am - 7pm







# FOR VICE PRESIDENT

"New Energy, New Change"









Vote Place CYC Building by the rent offices

If you dont vote...

DONT COMPLAIN

Free Ride for Senior Citizens to Poll Call 312-369-9579



#### BROADCAST AIRTIME PURCHASE CONTRACT

tizens 4 A Better ALTGELD GARD. hicago IL Phone: 708-200-3906							[Client's name], of				PO Box 286328 [Client's name and telephone			
erred to as "C	ompany wil	Il provide air	r time on R	adio Statio	n WS	RB-FM	1 106.3		, refe	erred to as th	e "Station," a	eferred to as "	'Company," the terms and	agree that Client wi
CTION 1. TERM. This agreement shall be effective as of a shall terminate, except as otherwise stated in Section 5 below, on					September September			13 27	20 20			when the first broadcast shall take place, when the last broadcast shall take place.		
uired for the Client shall	broadcast of pay Compa	of Client's prany the Rate	rogrammin Per Broad	g, includin cast as ider	g "broadca itified belo	st" by n w:	neans of	streamir		ernet, the bro				Client grants all righ s identified below,
Daypart									# spot/ program	D	ates			
Start	End	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	week	Start	End	Length	Rate	Line total
10a	3р		4	4	4	4			16	9/13/16	9/16/16	:60	\$4	\$64
10a	3р	4	3	3	3	3			16	9/19/16	9/23/16	:60	\$4	\$64
10A	3P	5	4						9	9/26/16	9/27/16	:60	\$4	\$36
3P	7P		3	3	3	3			12	9/13/16	9/16/16	:60	\$13	\$156
3P	7P	3	3	3	3	3			15	9/19/16	9/23/16	:60	\$13	\$195
3P	7P	3	3						6	9/26/16	9/27/16	:60	\$13	\$78
9A	12P							4	4	9/18/16	9/18/16	:60	\$8	\$32
9A	12P							4	4	9/25/16	9/25/16	:60	\$8	\$32
12P	2P							4	4	9/18/16	9/18/16	:60	\$8	\$32
12P	2P							4	4	9/25/16	9/25/16	:60	\$8	\$32
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NTRAC	T GRA	ND TO	Γ <b>AL:</b> \$ '	721.00										
TION 3. SH	PECIAL TE	ERMS:												
ment of \$	<b>721.00</b> is	due in fu	III in adv	ance of t	he first I	oroado	ast.							
contract	is being s	sold on a	first com	e first se	erve basi	s and i	is subje	ect to I	Local Stati	on Mana	gement ar	nd Corpora	ate Office	approval.
tion Repres	entative UN	oonil	; W	and	/		Date	1-12	1-2	No (6				

ECTION 4. PAYMENT. Client will pay for the airtime supplied by the Company on a monthly basis. Client's monthly broadcast payment is due in full on or before the 15<sup>th</sup> of the month following the last day of the month of broadcast unless this payment arrangement is specifically modified by the Special Terms, if any, of Section 3. Client's failure to ay in full within 30 days of the month of broadcast will result in the suspension of Client's broadcasts and Client will be deemed to be in breach of contract, at Company's option, ad shall be liable to the Company for the billing for the remainder of the minimum term or notice period specified in Section 5(a) below and any and all other damages, including by fees specified in Section 3, allowed by either law or equity.

#### ECTION 5. TERMINATION.

- Termination by Client. Unless specifically modified by the Special Terms, if any, contained in Section 3, Client may not terminate this Agreement for (or "X") weeks after the first date of broadcast. At the expiration of X weeks, Client may terminate this Agreement by providing Company written notice of termination not less than \_\_2\_ (or "Y") days prior to the effective date of the termination. The minimum term of this Agreement is X weeks plus Y days. Notice must be sent Certified Mail, return receipt requested, addressed to the Business Manager of the Station at the address identified above. (At its option only, the Company may accept notice provided by other means. The accepting of notice by other means does not waive the Company's right to demand that notice be provided in a writing transmitted by Certified Mail, return receipt requested). If Client terminates this Agreement prior to the expiration of X weeks from the first date of Broadcast or, after such X week period has expired, without giving Company Y days written notice of termination, Client will be deemed to be in breach of contract and shall be liable to Company for the billing for the remainder of the X weeks and/or the Y day notice period and any and all other damages, including any fees specified in Section 3, allowed by either law or equity.
- Termination by Company. Company, in its sole discretion, may terminate this Agreement at any time and for any reason whatsoever by providing Client written notice of termination not less than 30 days prior to the effective date of the termination. Company, however, is not required to give notice of termination to Client and may terminate this contract, in its sole discretion, immediately if (i) Client fails to pay, under the terms of Section 4 of this Agreement, for airtime used by Client; or (ii) if Client breaches any other provision of this Agreement; or (iii) if Company, in its sole discretion, deems Client's program content or advertising to fail to conform to the standards of the Federal Communications Commission, the National Association of Broadcasters, or the Station itself; or (iv) if Company, in its sole discretion, deems Client's program content or advertising to fail to conform to the Station's programming format, either at the time this Agreement is signed or at any subsequent date. Company's failure to enforce its right to terminate this Agreement shall not constitute a waiver of such right, which may be enforced at any time thereafter. The terms of this subsection (b) supersede and override any other provision of this Agreement to the contrary, including Section 3.
- ECTION 6. CONTENT OF BROADCASTS. Company shall have the right to approve or to disapprove all materials submitted for broadcasts and to refuse to permit any dividual to participate in any broadcast. Company's right of disapproval shall be exercised in its sole discretion as to any matter that it deems objectionable for any reason hatsoever. Client must deliver all programming and advertising material to Station not less than 48 hours in advance of broadcast time. In the event Client fails to supply such aterial in a timely manner, Company shall have the right to broadcast substitute programming or advertising and Client shall be obligated to pay for the time contracted and any penses incurred by Company in obtaining and broadcasting substitute programming or advertising. Client assumes complete and total responsibility for all program content ovided by Client. Company shall have no responsibility for errors or quality of the program content provided by Client.
- 5CTION 7. GOVERNMENTAL REGULATIONS. This Agreement is subject to the terms of the licenses held by the Company and its affiliated stations and to all federal, ate, and local laws, regulations, and decisions either presently in existence or enacted, made, or enforced in the future, including the regulations and actions of all governmental iministrative agencies and commissions.
- ECTION 8. TECHNICAL DIFFICULTIES OR OTHER CAUSES BEYOND CONTROL OF COMPANY. Any failure, interruption, or delay in airing the broadcasts ovided for under this Agreement, either in whole or in part, resulting from technical difficulties or mechanical failure of the broadcasting equipment, or from strikes, labor sputes, boycotts, riots, civil insurrection, terrorism, war or national emergencies, governmental restriction, acts of God, or from any other cause beyond the control of the ompany, shall not constitute a breach of this Agreement.
- ECTION 9. PREEMPTION. The Company reserves the right, in its sole discretion, to preempt the time provided under this Agreement for programs and announcements to esent special events or programs of public importance. The Client shall not be required to pay for any time preempted by the Company.
- ECTION 10. INDEMNIFICATION. Client shall indemnify and hold harmless Company, its agents, employees, contractors and affiliated stations or companies, including but t limited to Crawford Broadcasting Company, from and against any and all claims, damages, or liability, including attorney's fees and the costs of any legal action, for libel, ander, invasion of privacy, improper trade practices, illegal competition, infringement of trademark or name, unfair competition, infringement of copyright or licenses, fraud, gligent misrepresentation, or any other wrongful conduct resulting from the broadcasting of material supplied or produced by Client, including musical compositions and rformances.
- ECTION 11. ASSIGNABILITY. Client may not assign any rights or delegate any duties under this Agreement to any other person or entity without the express prior written nsent of Company. Company may, but is not required to, assign any of its rights or delegate any of its duties under this Agreement to a purchaser of the Station should the ation be sold. Company's right of assignment is not subject to the consent of Client.
- ECTION 12. OWNERSHIP. Any and all ideas, themes, copy production, and commercial or programming matters of any kind produced by Company as a result of this preement shall remain the property of Company and cannot be used in any other way, or for any other advertising purposes without the express written approval of the Company.

#### CTION 13. REMEDIES.

- Legal and Injunctive Relief. If client breaches any provision of this Agreement, Company reserves the right to avail itself of any remedy available to it at law or in equity. Such remedies may include compensatory (including, but not limited to all amounts owing to Company under Sections 2, 3, 4, and 5(a) and, where allowed by law, exemplary damages. During any breach by Client, Company may cease performance of any duties set forth under this Agreement, Furthermore, Company shall have the right to specifically enforce the contract and to require its performance for the entire duration as agreed upon, and to continue to advertise and/or broadcast programs on behalf of the Client at the rates existing when the contract was executed. Client agrees that the foregoing remedies shall be cumulative and not exclusive and shall not be waived by any partial exercise or non-exercise thereof and shall be in addition to any other remedies available to Company at law or in equity.
- Costs and Attorney's Fees. In addition to any other remedies and damages available to Company, at law or in equity, in the event Client violates any provision of this Agreement, Company shall be entitled to recover reasonable costs, collection agency fees, and attorney's fees from Client incurred by Company to enforce the terms of this Agreement. These fees may be set by the court in the trial of the action or may be enforced in a separate action brought for that purpose, and shall be in addition to any other relief that may be awarded.

tation Representative

sthorized Client Signature and printed name

Date

9-12 Dole

Date

2)

Limitation of Liability. In the event Company breaches any provision of this Agreement, Company shall not be liable in damages or equity to Client in an amount exceeding the value of the airtime provided )or to be provided, as the case may be) to Client as measured by the rates stated in Section 2 – or if modified by Section 3 – in Section 3. Client explicitly agrees to this limitation of liability and to waive the right, if any, to recover consequential damages (such as lost profit) or any damages or equitable recovery that might otherwise be available to Client in law or in equity.

ECTION 14. GOVERNING LAW; JURY WAIVER PROVISION. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE TATE OF INDIANA. CLIENT HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY OF THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY CLIENT, AND IS INTENDED TO ENCOMPASS NDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. COMPANY IS HEREBY AUTHORIZED TO FILE A OPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY CLIENT.

ECTION 15. ENTIRE AGREEMENT. THIS WRITING CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES. IT SUPERSEDES ANY AND ALL OTHER AGREEMENTS, EITHER RAL OR IN WRITING, BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND TO THIS AGREEMENT ACKNOWLEDGES THAT NO EPRESENTATIONS, INDUCEMENTS, PROMISES, OR AGREEMENTS, ORALLY OR OTHERWISE, HAVE BEEN MADE BY ANY PARTY, OR ANYONE ACTING ON BEHALF OF ANY ARTY, THAT ARE NOT SET FORTH IN THIS AGREEMENT, AND THAT NO AGREEMENT, STATEMENT, OR PROMISE NOT CONTAINED IN THIS AGREEMENT SHALL BE VALID, INDIRECTOR OF THE PARTY TO BE CHARGED. BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THE AGREEMENT HAS BEEN READ AND HOROUGHLY UNDERSTOOD AND THAT CLIENT HAD ADEQUATE TIME TO REVIEW THE AGREEMENT AND, IF DESIRED, CONSULT INDEPENDENT LEGAL COUNSEL AS TO LIENT'S OBLIGATIONS HEREIN.

ECTION 16. SIGNATURE OF COMPANY REQUIRED. This agreement is not binding upon company until signed by an authorized agent of company.

OMPAN	Y Dontror	ı, Inc.		CLIENT: Lit12 es for g Beffer It Toele By: Herold nearl Ward										
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E: Darryll King Writer:								Other:		О	ther: NEW	RTE Initial:		
Year	Jan	Feb	Mar	Apr	May	June	Jul	A	ug S	ep	Oct	Nov	Dec	Total
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tation Representative

Luthorized Client Signature and printed name

9-12-Jp

Date

Date'

#### TO BE COMPLETED FOR ALL ISSUE ADVERTISEMENTS

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

The Sponsor agrees to indemnify and hold harmless the station for any damages or

I represent that the payment for the above described broadcast time has been furnished
Citizen for a Better AITbeld Garden
and you are authorized to announce the time as paid for by such person or entity. I represent that this person or entity is either a legally qualified candidate or an authorized committee/organization of the legally qualified candidate.
The name of the treasurer of the candidate's authorized committee is:
This station has disclosed to me its political advertising policies, including: applicable ciasses and rates; and discount, promotional and other sales practices (not applicable to federal candidates).
THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.
To Be Signed By Candidate or Authorized Committee
9-12-2016 Herold Land
Date Signature
To Be Signed By Station Representative
Accepted ,
Frakland Eliter Holling Crechson
Signature J Printed Name Title

142 East Ontario Suite 1400 Chicago, IL 60611



## WPWX-FM Political NET Rates 9/9/16 - 11/8/16

AGENCY:

**Chicago Political** 

PH:

312-649-2420

AIR DATES: 9/9/16 - 11/8/16

REP:

PH / FX: 312-642-0728

ON-AIR HOST	DAYPART		LENGTH		DAYS OF TH	COMMENT		
	START END		Pre-emptible	Rates	Non Pre-e	mptible	Rates	
M-F			:60	:30	:60	:30	10 m	
Rickey Smiley Show	5am	6a	\$4.00	\$4.00				
Rickey Smiley Show	6am	9a	\$17.00	\$17.00	\$125.00	\$85.00		
Maha	9a	3р	\$11.00	\$11.00	\$100.00	\$85.00		
Shagg	3р	7p	\$17.00	\$17.00	\$150.00	\$125.00		
DJ Nehpets	7p	12m	\$11.00	\$11.00	\$85.00	\$70.00		
Overnights	12a	5a	\$5.00	\$5.00	\$10.00	\$10.00		
SATURDAY								
Music Various	6a	10a	\$4.00	\$4.00	\$65.00	\$50.00		
Music Various	10a	3р	\$4.00	\$4.00	\$65.00	\$50.00		
Music Various	3p	7p	\$4.00	\$4.00	\$75.00	\$60.00		
Music Various	7p	12m	\$4.00	\$4.00	\$50.00	\$40.00		
Overnights	12a	5a	\$5.00	\$4.00	\$10.00	\$10.00		
SUNDAY								
Music Various	6a	10a	\$4.00	\$4.00	\$50.00	\$40.00		
Music Various	10a	3р	\$4.00	\$4.00	\$50.00	\$40.00		
Music Various	3р	7p	\$4.00	\$4.00	\$75.00	\$60.00		
Music Various	7p	12m	\$4.00	\$4.00	\$50.00	\$40.00		
Overnights	12a	5a	\$5.00	\$4.00	\$10.00	\$10.00		

### **Please Note These Important Comments:**

Political Notes:

- --ALL SPOTS MUST BE DELIVERED TO THE STATION PREPRODUCED.
- -- MAXIMUM NUMBER OF SPOTS PURCHASED: 2 PER HOUR
- --ALL ORDERS MUST BE PREPAID IN ADVANCE OF START DATE
- --TRAFFIC DEADLINES (TIME ORDER/SPOTS MUST BE IN TRAFFIC DEPARTMENT'S POSSESSION) M-TH 1P, FRIDAY 12P

PORT / WE APPRECIATE YOUR BUSINESS!

#### **Ayessa Weems**

From:

Darryll King <darryllking@crawfordbroadcasting.com>

Sent:

Wednesday, September 21, 2016 2:42 PM

To:

'Avessa Weems'

Cc:

'Darryll King'; 'Jennifer Snyder'

Subject:

CITIZENS 4A BETTER ALTGELD

Here are summations from my conversation with Mr. Noonie Ward regarding the Political Contract "Citizens for a Better Atlgeld":

#### August 19, 2016

Mr. Ward phoned me and asked me to quote him our advertising rates for Political . I informed him that the rates were not in and we have a start date for all Political, on September 8 , 2016 .

He understood and we agreed to talk again in about two weeks . He was very excited about his daughter who is running for President of the village . He asked me about what area will the

rate be . I told him something probably close to last year's rate .

#### August 31, 2016

I phoned Mr. Ward to tell him as soon as I get the certified rates, I would phone him. He then asked me if we could produce the commercial. I told him know because I had spoken with Manny the week before and Manny told me, it is too difficult to write and produce Political Spots in house. I spoke to Jennifer about this as well and she agreed with Many.

#### August 31, 2016

I phoned Mr. Ward back that evening around 8:00pm and we discussed some producers, I know personally and I gave him their names and numbers. He also was seeking out a good producer to produce the spots.

#### September 1, 2016

Mr. Ward phoned me at the office and he wanted to know the rates for political and also informed and thanked me for giving him the contacts. He said he would send me the spots.

#### September 7, 2016

We received the Political rates from Jennifer Snyder and I immediately called MR. Ward and we discussed at length every time slot and every station "s rate on the rates . He at this time was interested in all the stations . we had talked about his budget of \$2,000.00. He was quite pleased with the rates and could not believe the low prices . He said He was ready to get started.

#### September 8, 2016

I had a scheduled meeting with Mr. Ward on this day but He had a work schedule interference and had to cancel. So I set the next meeting for Friday 9/9/16.

September 9, 2016

Mr. Ward had to call me and cancel again .

#### September 11,2016

MR. Ward called me at 7:30 am , I was on my way to work and asked if we could meet at 12:30pm on Sunday . We did. I had received all three spots earlier in the week so I said ok.

He arrived around 12:30 pm and we discussed strategies and he felt WYCA was too high in comparison to the other stations so I went with SOUL AND POWER.

We discussed each jock's strength and we went with the name recognition impact and show quality . We went back and forth for about two hours and I made the final decisions.

He made a partial payment of \$1600.00 in cash dollars and I gave him a receipt from the control room. We had set a meeting where I would pick up the balance on Monday Morning after my show to get the \$490.00 balance due . I slide the payment under Ayeesa's door .

I worked on the contracts for about two hours and crunching numbers . I had a fever and just thought I was warm . I sent Ayeesa both contracts , one for Power and one for Soul.

#### September 12, 2016

I met Mr. Ward at the McDonald's on  $95^{TH}$  and Jeffrey on Monday Morning and he was quite please. He gave me the payment and I was to meet with him on Tuesday to give him his additional receipt.

I immediately came back to to the station but stopped at Nissan 94 to speak with the owner. I went to the control room and gave Jovanni the cash payment. She gave me the receipt. I then copied the receipt and gave one to Ayessa.

My Best,

Ms. Darryll King

On Air Personality, Host Spoken Word

WYCA Mon-Fri 6A-10P WSRB Sun- 9A-12N